

PLEASE CAREFULLY READ THE SEPARATE HEALTH AND SAFETY PRECAUTIONS BOOKLET INCLUDED WITH THIS PRODUCT BEFORE USING YOUR NINTENDO® HARDWARE SYSTEM, GAME CARD OR ACCESSORY. THIS BOOKLET CONTAINS IMPORTANT HEALTH AND SAFETY INFORMATION.

IMPORTANT SAFETY INFORMATION: READ THE FOLLOWING WARNINGS BEFORE YOU OR YOUR CHILD PLAY VIDEO GAMES.

WARNING - Seizures

- Some people (about 1 in 4000) may have seizures or blackouts triggered by light flashes or patterns, and this may occur while they are watching TV or playing video games, even if they have never had a seizure before.
- Anyone who has had a seizure, loss of awareness, or other symptom linked to an epileptic condition should consult a doctor before playing a video game.
- Parents should watch their children play video games. Stop playing and consult a doctor if you or your child has any of the following symptoms:

Convulsions Altered vision Eye or muscle twitching Involuntary movements Loss of awareness Disorientation

- To reduce the likelihood of a seizure when playing video games:
 - Sit or stand as far from the screen as possible.
 - 2. Play video games on the smallest available television screen.
 - 3. Do not play if you are tired or need sleep.
 - 4. Play in a well-lit room.
 - 5. Take a 10 to 15 minute break every hour.

▲WARNING - Radio Frequency Interference

The Nintendo DS can emit radio waves that can affect the operation of nearby electronics, including cardiac pacemakers.

- Do not operate the Nintendo DS within 9 inches of a pacemaker while using the wireless feature.
- If you have a pacemaker or other implanted medical device, do not use the wireless feature of the Nintendo DS without first consulting your doctor or the manufacturer of your medical device.
- Observe and follow all regulations and rules regarding use of wireless devices in locations such as hospitals, airports, and on board aircraft. Operation in those locations may interfere with or cause malfunctions of equipment, with resulting injuries to persons or damage to property.

▲WARNING - Repetitive Motion Injuries and Eyestrain

Playing video games can make your muscles, joints, skin or eyes hurt. Follow these instructions to avoid problems such as tendinitis, carpal tunnel syndrome, skin irritation or eyestrain:

- · Avoid excessive play. Parents should monitor their children for appropriate play.
- . Take a 10 to 15 minute break every hour, even if you don't think you need it.
- When using the stylus, you do not need to grip it tightly or press it hard against the screen. Doing so
 may cause fatigue or discomfort.
- If your hands, wrists, arms or eyes become tired or sore while playing, or if you feel symptoms such
 as tingling, numbness, burning or stiffness, stop and rest for several hours before playing again.
- If you continue to have any of the above symptoms or other discomfort during or after play, stop
 playing and see a doctor.

▲WARNING - Battery Leakage

The Nintendo DS contains a rechargeable lithium ion battery pack. Leakage of ingredients contained within the battery pack, or the combustion products of the ingredients, can cause personal injury as well as damage to your Nintendo DS.

If battery leakage occurs, avoid contact with skin. If contact occurs, immediately wash thoroughly with soap and water. If liquid leaking from a battery pack comes into contact with your eyes, immediately flush thoroughly with water and see a doctor.

To avoid battery leakage:

- · Do not expose battery to excessive physical shock, vibration, or liquids.
- · Do not disassemble, attempt to repair or deform the battery.
- · Do not dispose of battery pack in a fire.
- Do not touch the terminals of the battery, or cause a short between the terminals with a metal object.
- · Do not peel or damage the battery label.

Important Legal Information

REV-E

This Nintendo game is not designed for use with any unauthorized device. Use of any such device will invalidate your Nintendo product warranty. Copying of any Nintendo game is illegal and is strictly prohibited by domestic and international intellectual property laws. "Back-up" or "archival" copies are not authorized and are not necessary to protect your software. Violators will be prosecuted.

The official seal is your assurance that this product is licensed or manufactured by Nintendo. Always look for this seal when buying video game systems, accessories, games and related products.

Nintendo does not license the sale or use of products Seal

THIS GAME CARD WILL WORK ONLY WITH THE NINTENDO DS™ VIDEO GAME SYSTEM.



THIS GAME ALLOWS WIRELESS MULTIPLAYER GAMES WITH EACH DS SYSTEM CONTAINING A SEPARATE GAME CARD.



Licensed by



NINTENDO, NINTENDO DS AND THE OFFICIAL SEAL ARE TRADEMARKS OF NINTENDO. \circledcirc 2009 NINTENDO.

GETTING STARTED

- 1 Insert the TRANSFORMERS™. WAR FOR CYBERTRON AUTOBOTS™ Game Card into the Nintendo DS™ slot as described in your Nintendo DS instruction manual.
- 2 Turn the Power Button ON

Note: The TRANSFORMERS: WAR FOR CYBERTRON ALITOROTS Game Card is for the Nintendo DS system only.

BASIC CONTROLS

ROBOT MODE

Y Button	Fire Ranged Weapon
X Button	Melee Attack
B Button	Jump
A Button	Swap Characters
L Button	Lock on Target (hold), Shield Block (limited to certain characters)
R Button	Switch Targets
+Control Pad	Move ↑ / ↓ / ← /→

A CAUTION - Stylus Use

To avoid fatigue and discomfort when using the stylus, do not grip it tightly or press it hard against the screen. Keep your fingers, hand, wrist and arm relaxed. Long, steady, gentle strokes work just as well as many short, hard strokes.

GAME MODES

VEHICLE MODE CONTROLS

	V 4" - 180" 12	
	Y Button	Fire Ranged Weapon
1	X Button	Brake/Reverse
	B Button	Accelerate
	A Button	Swap Characters
	L Button	Boost
I	+Control Pad	Steer ←/→, Accelerate/Brake ↑/↓

JET MODE CONTROLS

Y Button	Fire Ranged Weapon
B Button	Accelerate
A Button	Swap Characters
L Button	Boost
+Control Pad	Steer ←/→, Climb/Dive ↑/↓

USING THE TOUCH SCREEN

Change Form Button – Touch the **Change Form** Button to change form between Robot and Vehicle Mode (or Robot and Jet Mode for some characters).

Reserve Character – The current health and energy of the reserve character are shown next to the character's portrait.

Radar – Locations of mission objectives, enemy units and friendly units are shown on the radar.

- Red Triangle Enemy
- Blue Triangle Friendly
- Yellow Circle Mission Objective



PLAYING THE GAME

PLAYING A MISSION

To play a mission, use the +Control Pad to highlight **Start Game** on the Main Menu and press the **A** Button to select. Next, choose **Mission Select**, highlight the desired type of mission, and press the **A** Button to select. Highlight the mission you want to play and press the **A** Button to select. Choose **2 characters** and a **Data Disk** to start the mission.

CUSTOMIZATION

You can upgrade your character stats using the experience gained from defeating enemies in any mission. On completing the mission, add points to Strength, Endurance, Regeneration, Firepower or Skill. Upgrading these stats boosts your characters' power and unlocks special abilities.

DAMAGE TYPES

All TRANSFORMERS™ characters have a unique set of weapons: one ranged and one melee. Each weapon does one of three types of damage: Laser, Plasma, or Solid. Damage type is represented by a shape: a circle represents plasma, a square represents solid, and a triangle represents laser.

SWITCHING CHARACTERS

At the start of each mission, you choose two TRANSFORMERS characters to use in the level. At any time, you can switch between these characters by pressing the ${\bf A}$ Button.

MULTIPLAYER MODE

MULTI-CARD PLAY

To play a Multi-Card game, each player must have a Nintendo DS and a TRANSFORMERS: WAR FOR CYBERTRON AUTOBOTS or TRANSFORMERS™ WAR FOR CYBERTRON DECEPTICONS™ Game Card.

HOSTING A GAME

If you choose to host a game you may set your own rules. Choose **Host Game** from the Multiplayer Menu to get started. From the Host Screen you can change modes, change teams, choose a location, or set the score limit for the game. When you're ready to start your game, choose **Start Game** from the Host Screen.

JOINING A GAME

To join a local game, select **Join Game** from the Multiplayer Menu. Select the game you wish to join from the list to enter the Lobby. From here you may choose your team. Select **Ready** when you're ready for the game to begin.

CREDITS

DEVELOPED BY VICARIOUS VISIONS

CEO/Chief Creative Officer

Karthik Bala

President

Guha Bala

Executive Producers

Jennifer Oneal David Nathanielsz

Producer

Evan Skolnick

Lead Designer

Drew McCrory

Lead Engineer

Spyros Giannopoulos

Lead Artist

Bill Longworth

Lead Animator

Romy Cayetano

Lead Audio Designer

Adam Block

Design

Denny Yeh Mike Chera Ben Frost Timothy Hamel Shawn Lucas Scott Yapp Muhammad Ahmed

Engineering

Peter Kuhn Marcella Tanzil Christopher Hartman James Chagaris Scott Stanfield

Artists

GapYuel Seo Ashley D'Hondt Timothy Higgins Andrew Hilderbrand Jason MacNeil Michael Maxwell Geoffrey Smith Christopher Sweeney Roy Thompson Joe Whiteaker Chongguang Zhang Yin Zhang

Additional Art

Abdul Brown Travis Cameron Kristen Elias Brent LaDue Evan Mennillo Steve Nelson

Animation

Gary L. Fonville, Jr. Nick Niebling Chris Sinclair Jihyun Yoo

Character Concept Art

David White Marcelo Matere Gary Freeman

Writer

David Rodriguez

Additional Production

David Rappo

TOOLS ENGINEERING

Tools/Tech Managers

Kevin Rabun Kelly Kleider

Tools Engineers

Chuck Homic Alan Kimball Cory McWilliams Anton Struyk Phil Jagger Frank Fella Jeff Joyce Tom Samstag

AUDIO

Audio Director

Chad Portwine

Music Composers

Christopher D'Ambrosio Adam Schneider Jason Willey

Audio Pre-Production

Christina Alvarez

VV QA Manager

Tim Attuquayefio

VV QA Supervisor

Justin Mitchell

Test Lead

Dan Wilder

Assistant Test Leads

Karie Ravida Chris Favreau

VV QA

Ryan Clause Joe DeFilipo Danielle Godbout Adam Granich Ed Hagopian Barry Morales

VV TRG Lead

David Dobert

VV TRG Testers

Chris Adriatico Jesse Sparhawk Justin Krause

VV Additional Support

Melissa Coons Lauren Costello Nehme Frangie Dawn Harrington Kathy Hoppes Kathy Murphy Christina Nichols Sergio Sanchez Jason Selwitz Rick Stegmann

VV Play Testing

Zachariah Alteri Peter Bartosik Brandon Bennett Aidan Godge Cohen Godge Zachary Jacobson Eric Kaminski Stephen Kowalcyzk Mitchell Hoff Madison Hoff Evan Lauer Israel Madden Liam Madden Jimmy Rogler Tyler Spencer Benjamin Wells

VV Special Thanks

Activision
Hasbro
High Moon Studios
Next Level Games
Chuck Carter
Chris Cole
Steve Derrick
Adrian Earle
Brent Gibson
Eric Gillam
Sharon Masline
Chris McEvoy
Sean Murphy
Chris Olson
Aaron Ondek

Bhavin Patel Alex Rybakov Tim Stellmach Dan Tanguay Ida Thornburg Leo Zuniga

INTRO CINEMATIC

BLUR STUDIOS

Director and Animation Supervisor

Leo Santos

CG Supervisor Corev Butler

Creative Director

Producer Mandy Sim

Executive Producer
Al Shier

Production CoordinatorRachel de Jong

FX Supervisor

Kirby Miller

Lighting and Compositing Lead

Chris Bedrosian

Layout

David Nibbelin

Character Modeling

Shaun Absher Jeremy Cook Zack Cork Chris Grim Jinho Jang Sze Jones Alex Litchinko

Rigging

Steven Caron Ben Durkin Enoch Ihde Brent Wiley

Animation

Thomas Cannell Shaun Escayg Jean-Dominique Fievet Bryan Hillestad Jeremiah Izzard Michael Loeck Christian Reese William Vanoost Brian Whitmire Nick Whitmire

Environment and Prop Modeling

Chris Bedrosian Corey Butler Zack Cork Jan Major Barrett Meeker Brian Prince

Lighting and Compositing

Leandro Amaral Chris Bedrosian Corey Butler Eric Durante Jan Major Laurent Pierlot

FX

lan Farnsworth John Kosnik Andrew Melnychuk-Oseen Kirby Miller

Mocap Prep and Clean-up

Ryan Girard Anthony Romero

Layout TD

Brian McKee

Technical and QC Supervisors

Shaun Absher Steven Caron Zack Cork Ben Durkin Sze Jones

Storyboard Artist

Chuck Wojtkiewicz

Concept Design

John Park Chuck Wojtkiewicz

Matte Painter

Jaime Jasso

Production Assistant

Amanda Powell

Tools and Scripts

Karl "Krash" Goldshmidt Eric Hulser Jentzen Mooney Tomas Pulmano

Programming and Systems Administration

Duane Powell Jeremy Donahue Paul Huang Matt Newell

Intro Cinematic Score by Klaus Badelt

Introduction Cinematic Mix by

Tim Gedemer of Source Sound, Inc.

ACTIVISION PUBLISHING, INC.

Associate Producer Aaron Grav

Additional Production

Jason Potter
James Bonti
Tim Tran
Jeremy Kopman

Producer

Darion Lowenstein

Senior Producer

Doug Pearson

Executive Producer

Rob Loftus

VP of Production

Thaine Lyman

CENTRAL DESIGN

Sr. Director of Game Design Carl Schnurr

Sr. Mgr, Central/ User Testing

Ray Kowalewski

Central Game Designers

Derek Daniels Thomas Wells

Game Design Analyst

User-Testing Associate

Alessandra Brophy User-Testina Supervisor

Phil Keck

CENTRAL TECHNOLOGY

Technical DirectorMatt Wilkinson

Jr. Software Engineer Ryan Ford

TALENT AND AUDIO MANAGEMENT GROUP

Director of Central Audio Adam Levenson

Talent Acquisitions Manager

Marchele Hardin

Talent Associate Noah Sarid

Talent Coordinator Stefani Jones

ART SERVICES

Art Services Manager Todd Pruyn

Art Services Associate – Video

Ben Szeto

Art Services Lead

Kevin Sandlow

Art Services Coordinators

David Asadourian Mike Hunau Christopher Reinhart

Art Services Video Lab Technicians

Joi Tanner Andrew Worshill

GLOBAL BRAND MANAGEMENT

VP of Global Brand Management Rob Kostich

Director, Marketing
Brad Hisev

Global Brand Manager Garv Lai

Associate Brand Managers

Andrew Conti Tyler Michaud Senior Director, Sales Strategy Chetan Desai

Senior Director Retail Marketing Nick Contreras

CORPORATE COMMUNICATIONS

Senior Director, Corporate Communications Michelle Schroder

Senior Publicist Kyle Walker

Publicist Kelvin Liu

Associate Publicist
Danny Beardsworth

Global Asset Manager Karen Yi CENTRAL MARKETING

Chief Creative Officer
Brad Jakeman

Head of Integrated Marketing Todd Harvey

Sr. Dir., Marketing Communications Susan Hallock

Manager, Marketing Communications Jill Barry

Director, Interactive Marketing

Carlson Choi

Sr.Manager, Interactive MarketingClinton Wu

Assoc. Manager, Interactive Marketing Viet Nguyen Packaging Design
Petrol

Manual Design Ignited LLC

QUALITY ASSURANCE

VP Quality Assurance Customer Service Paul Sterngold

Director, Quality Assurance Jason Wong

QA, FUNCTIONALITY

QA Project Lead

QA Testers

Julius Hipolito Anthony Gorski Christian Murillo Gerald Becker Israel Barco Roberto Benites Tiffany Beh-John Asghary Trevor Page

QA Senior Project Lead Frank So

QA ManagerJason Levine

QA Project Lead, Dayshift Lee Cheramie

QA Tester, Dayshift Craig Jack

QA Senior Project Lead, Dayshift

Thom Denick

QA Manager, Nightshift Adam Hartsfield

TECHNICAL REQUIREMENTS GROUP

Director, QAChristopher D. Wilson

TRG Manager

TRG Submissions Leads
Daniel L. Nichols

Christopher Norman
TRG Submissions Adjutant

Dustin Carter

Platform Leads
Sasan 'Sauce' Helmi
Todd Sutton

TRG Senior

TRG Platform Leads
Zac Blitz
Menas Kapitsas
Eric Stanzione

TRG TestersAntoine 'Bo' Bohannon
Eddie Fernando Araujo

Eddie Fernando Araujo Gary Rojas Jeff Koyama Joe Pardo Lucas Goodman Michael Laursen Randall Lutcavich Santiago Salvador Steve Mcilroy

QA CODE RELEASE GROUP

QA Certification Lab Senior Leads

Brandon Valdez Cyra Talton

QA Certification Lab Project Lead Fausto Lorenzano

QA CRG Project Lead Matt Rvan

QA CRG Floor Lead Jonathan Mack

QA CRG Tester Christian Vasco

QA MASTERING LAB

Mastering Lab Supervisor John Donnelly Lead Mastering Lab Technician Sean Kim

Senior Mastering Lab Technician Danny Feng

Mastering Lab Technicians

Tyree Deramus Jose Hernandez Kai Hsu Ron Ruhl

QA-MIS

Senior Manager, QA Technologies Indra Yee

QA-MIS Manager Dave Garcia-Gomez

QA-MIS Lead TechnicianBrian Martin

QA-MIS Technicians Chris Gill Teddy Hwang Jeremy Torres Lawrence Wei

Technology Technician Sean Olson

QA-MIS Equipment Coordinators Long Le Coleman Thaxton III

QA DATABASE ADMINISTRATION GROUP

Senior Lead Database Administrator

Jeremy Richards

Lead Database AdministratorKelly Huffine

Database Technicians Christopher Shanley Timothy Toledo

DBS Senior Tester Wayne Williams

QA OPERATIONS GROUP

Manager, QA Operations Jeremy Shortell

Senior Lead, QA Operations Paul Colbert

Lead, QA Operations

Kelly Wentzel

Customer Support Managers

Gary Bolduc Michael Hill

QA SPECIAL THANKS

Abby Alvarado Nuria Andres Brian Carlson Michael Clarke Randolph d'Amore Seth d'Amore Rachel Levine Rachel Overton Katie Purcell Jacqueline Jolie Sheltmire Nadine Theuzillot Marc Williams Emily Tsoi

PRODUCTION SERVICES -EUROPE

Director of Production Services – Europe Barry Kehoe

Localization ManagerFiona Fbhs

Localization Project Manager

Mary Kettle

Localization Coordinators Tomas Matousek

Localization QA ManagerDavid Hickey

Localization QA
Assistant Manager
Yvonne Costello

Localization QA Lead

Carlos Martin Chirino

Localization QA Floor Lead Jaak Pieterse

Localization QA Testers

Dimitri Baubooa
Jeremy Levi
Kamlesh Thurmadoo
Werner Nemetz
Thomas Pietsch
Stefano Meneto
Manuele Albano
Sergio Fernández
Redondo
Heberto Rios
Mark Stockdale
Martin Buist

Burn Lab Technician

Todd Lambert David Dawson

IT Network Technician
Fergus Lindsay

Localization Tools and Support

Stephanie Deming and XLOC, Inc

ACTIVISION SPECIAL THANKS

Bobby Kotick Mike Griffith Dave Stohl Steve Ackrich Steve Pearce Thomas Tippl Brian Hodous Brian Ward Laird Malamed Jim McGinnis Maryanne Lataif Suzan Rude Steve Young Raj Sain Jason Dalhotten Tom Rudenko Eric Glinoga Adrian Gomez Mica Ross

Dan Winters Fransisca Tan Sheilah Brooks Shannon Wahl Alexandra Mahlke Jennifer Sullivan Derek Brown Greg Deutsch Chris Cosby Jane Flms Kap Kang Kate Ogosta Amanda O'Keeffe Travis Stansbury Phil Terzian Mary Tuck

HASBRO

Hasbro Digital Media and Gaming GM Mark Blecher

VP of Production
James Jones

Creative Producer
Jim Eisenstein

Associate Producer
Michael Callahan

Art Director

Art Director
Richard Zambarano

Game AnalystsMing Chan
Tom Sargent

Traffic Coordinator Diane Clark

Head of Marketing Richard Cleveland

Sr. Marketing Manager Tim Eio

Hasbro Special Thanks

Samantha Lomow
Aaron Archer
Greg Lombardo
Michael Ballog
Bill Carroll
Scott Clark
Erin Comella
Lisa Pelaggi
David Derouin
John DeSimone

Corinne Edwards Joe Fernandes Steve Flege Jack Van Leer Paul Southworth Pedro Geppert Michael Fuller

VOICEOVER

Voice Direction and Engineering Keith Arem

Dialogue Editorial Aaron Gallant

Matt Lemberger

VO Production Manager Valerie Arem

Recording Facilities
PCB Productions –
Los Angeles, CA

TALENT

Optimus Prime Peter Cullen MEGATRON™/Omega Supreme/MotorMaster/ Ratchet/TRYPTICON™

Fred Tatasciore

Ironhide

Keith Szarabajka

Starscream Sam Riegel

Barricade/Breakdown/ Cliffjumper/Shockwave/ Dirge

Steve Blum

Soundwave

Isaac C. Singleton Jr.

Brawl Nolan North

Warpath/Ultra Magnus Jamieson Price

Sideswipe/Hot Shot Travis Willingham

Rumhlehee

Johnny Yong Bosch

Jetfire/Zeta Prime

Troy E. Baker

Skywarp Richard Epcar

Air Raid/Cyclonus Liam O'Brien

ThundercrackerGraham McTavish

Silverbolt
Patrick Seitz

Ramjet/Onslaught Brad Davidorf

Jazz Scott Whyte

GrimlockCrispin Freeman

Dragstrip/Swoop
Eric Artell

Additional Voices
Johnny Yong Bosch
Sam Reigel
Isaac C. Singleton Jr.

Travis Willingham Troy E. Baker Steve Blum Nolan North Keith Szarabajka Richard Epcar Graham McTavish Jamieson Price Liam O'Brien Patrick Seitz Ed O'Ross

ADDITIONAL SERVICES/ CONTRIBUTIONS

Dave & Dave Incorporated



Uses Bink Video, Copyright © 1997–2010, by RAD Game Tools, Inc

HASBRO and its logo, TRANSFORMERS and all related characters are trademarks of Hasbro and are used with permission. © 2010 Hasbro. All rights reserved. Game © 2010 Activision Publishing, Inc. Activision is a registered trademark of Activision Publishing, Inc. All rights reserved. The ratings icon is a registered trademark of the Entertainment Software Association. All other trademarks and trade names are the properties of their respective owners.

CUSTOMER SUPPORT

Note: Please do not contact Customer Support for hints/codes/cheats; only technical issues.

Internet: http://www.activision.com/support

Our support section of the Web has the most up-to-date information available. We try to update the support pages daily, so please check here first for solutions. If you cannot find an answer to your issue, you can submit a question/incident to us using the online support form. A response may take anywhere from 24–72 hours depending on the volume of messages we receive and the nature of your problem.

Note: All support is handled in English only.

Note: The multiplayer components of Activision games are handled only through Internet support.

Phone: (310) 255-2050

You can call our 24-hour automated voice system for answers to our most frequently asked questions at the above number. Contact a Customer Support representative at the same number between the hours of 9:00 a.m. and 5:00 p.m. (Pacific Time), Monday through Friday, except holidays.

Please see the Limited Software Warranty contained within our Software License Agreement for warranty replacements. We recommend that you first contact an Activision Technical Support Representative by phone or internet before sending your product to us. In many cases, a replacement is not necessary to resolve your problem. Our support representatives will help you determine if a replacement is necessary. If a replacement is appropriate we can issue you an Incident/Reference number to help process your replacement. Non-warranty game returns/refunds should be dealt with by the retailer or online site where you purchased the product.

Register your product online at http://register.activision.com so we can enter you in our monthly drawing for a fabulous Activision prize.

SOFTWARE LICENSE AGREEMENT

IMPORTANT - READ CAREFULLY. USE OF THIS PROGRAM IS SUBJECT TO THE SOFTWARE LICENSE TERMS SET FORTH BELOW. "PROGRAM" INCLUDES THE SOFTWARE INCLUDED WITH THIS AGREEMENT, THE ASSOCIATED MEDIA, ANY PRINTED MATERIALS, AND ANY ON-LINE OR ELECTRONIC DOCUMENTATION, AND ANY AND ALL COPIES AND DERIVATIVE WORKS OF SUCH SOFTWARE AND MATERIALS. BY OPENING THIS PACKAGE, AND/OR USING THE PROGRAM, YOU ACCEPT THE TERMS OF THIS LICENSE WITH ACTIVISION PUBLISHING, INC. ("ACTIVISION").

LIMITED USE LICENSE. Activision grants you the non-exclusive, non-transferable, limited right and license to use one copy of this Program solely and exclusively for your personal use. All rights not specifically granted under this Agreement are reserved by Activision. This Program is licensed, not sold. Your license confers no title or ownership in this Program and should not be construed as a sale of any rights in this Program.

OWNERSHIP. All title, ownership rights and intellectual property rights in and to this Program and any and all copies thereof (including but not limited to any titles, computer code, themes, objects, characters, character annes, stories, dialog, catch phrases, locations, concepts, artwork, animation, sounds, musical compositions, audio-visual effects, methods of operation, moral rights, and any related documentation, incorporated into this Program) are owned by Activision or its licensors.

This Program is protected by the copyright laws of the United States, international copyright treaties and conventions and other laws. This Program contains certain licensed materials and Activision's licensors may protect their rights in the event of any violation of this Agreement.

YOU SHALL NOT:

- Exploit this Program or any of its parts commercially, including but not limited to use at a cyber cafe, computer gaming center
 or any other location-based site. Activision may offer a separate Site License Agreement to permit you to make this Program
 available for commercial use: see the contact information below.
- Sell, rent, lease, license, distribute or otherwise transfer this Program, or any copies of this Program, without the express prior written consent of Activision.
- Reverse engineer, derive source code, modify, decompile, disassemble, or create derivative works of this Program, in whole
 or in part.
- . Remove, disable or circumvent any proprietary notices or labels contained on or within the Program.
- Hack or modify (or attempt to modify or hack) the Program, or create, develop, modify, distribute or use any software
 programs, in order to gain (or allow others to gain) advantage of this Program in an on-line multiplayer game settings
 including but not limited to local area network or any other network play or on the internet.
- . Export or re-export this Program or any copy or adaptation in violation of any applicable laws or regulations.

LIMITED SOFTWARE WARRANTY. Activision warrants to the original consumer purchaser of this Program that the recording medium on which the Program is recorded will be free from defects in material and workmanship for 90 days from the date of purchase. If the purchaser finds the recorded medium of the Program defective within 90 days of original purchase, Activision agrees to replace, free of charge, such recorded medium of the Program discovered to be defective within such period upon its receipt of the recorded medium of the Program, as long as the Program is still being manufactured by drivision. In the event that the Program is no longer available, Activision retains the right to substitute a similar product of equal or greater value. This warranty is limited to the recording medium of the Program as originally provided by Activision and is not applicable to normal wear and tear. This warranty shall not be applicable and shall be void if the defect has arisen through abuse, mistreatment or neglect. This remedy is the purchaser's sole, exclusive remedy, and is in lieu of all other express warrantes. Any implied warrantes for a particular purpose, are expressly limited in duration to the 90-day period described above. Activision reserves the right to modify this warranty prosecutivel at any time and from time to time in our sole discretion.

When returning the Program for warranty replacement please send the original product disc or cartridge, as applicable, only in protective packaging and include: (1) a photocopy of your dated sales receipt; (2) your name and return address typed or clearly printed; (3) a brief note describing the defect, the problem(s) you are encountering and the system on which you are running the Program; and (4) if you are returning the Program after the 90-day warranty period, but within one year after the date of purchase, please include check or money order for \$15 U.S. currency per disc or cartridge replacement, as applicable.

NOTE: Certified mail is recommended.

For customers in North America: Send software warranty replacement claims to Warranty Replacements, Activision Publishing, Inc., P.O. Box 67713, Los Angeles, CA 90067. You can also visit http://www.activision.com/support for more information.

LIMITATION ON DAMAGES. IN NO EVENT WILL ACTIVISION BE LIABLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM POSSESSION, USE OR MALEINOTION OF THE PROBEATM, INCLUDING DAMAGES TO PROPERTY. LOSS OF GOODWILL, COMPUTER FAILURE OR MALFUNCTION AND, TO THE EXTENT PERMITTED BY LAW, DAMAGES FOR PERSONAL INJURIES, EVEN IF ACTIVISION AS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ACTIVISION'S LIABLILTY SHALL NOT EXCEED THE ACTUAL PRICE PAID FOR THE LICENSET OUSE THIS PROGRAM. SOME STATES/COUNTRIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND/OR EXCLUSION OR LIMITATION OF LIABILITY MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY HAVE OTHER RIGHTS WHICH YARY FROM JURISDICTION TO JURISDICTION.

TERMINATION. Without prejudice to any other rights of Activision, this Agreement will terminate automatically if you fail to comply with its terms and conditions. In such event, you must destroy all copies of this Program and all of its component parts.

U.S. GOVERNMENT RESTRICTED RIGHTS. The Program and documentation have been developed entirely at private expense and are provided as "Commercial Computer Software" or "restricted computer software." Use, duplication or disclosure by the U.S. Government or a U.S. Government subcontractor is subject to the restrictions set forth in subparagraph (c)(1)(iii) of the Rights in Technical Data and Computer Software clauses in DFARS 252.227-7013 or as set forth in subparagraph (c)(1) and (2) of the Commercial Computer Software Restricted Rights clauses at FAR 52.227-19, as applicable. The Contractor/Manufacturer is Activision Publishing, Inc., 3100 Ocean Park Boulevard, Santa Monica, California 90405.

INJUNCTION. Because Activision would be irreparably damaged if the terms of this Agreement were not specifically enforced, you agree that Activision shall be entitled, without bond, other security or proof of damages, to appropriate equitable remedies with respect to breaches of this Agreement, in addition to such other remedies as Activision may otherwise have under applicable laws.

INDEMNITY. You agree to indemnify, defend and hold Activision, its partners, affiliates, contractors, officers, directors, employees and agents harmless from all damages, losses and expenses arising directly or indirectly from your acts and omissions to act in using the Product pursuant to the terms of this Agreement.

MISCELLANEOUS. This Agreement represents the complete agreement concerning this license between the parties and supersedes all prior agreements and representations between them. It may be amended only by a writing executed by both parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the remaining provisions of this Agreement shall not be affected. This Agreement shall be construed under California law as such law is applied to agreements between California residents entered into and to be performed within California, except as governed by federal law and you consent to the exclusive jurisdiction of the state and federal courts in to sAngeles, California.